GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

CAF & CS Department – Memorandum of Understanding (MoU) with M/s Azim Premji Philanthropic Initiatives to "Enhance inclusion and access in the Public Distribution System for eligible citizens of the State of Andhra Pradesh – Orders - Issued.

CONSUMER AFFAIRS, FOOD AND CIVIL SUPPLIES (CS.I) DEPARTMENT

G.O.MS.No. 19 Dated: 23-08-2018.

ORDER:

The Government of Andhra Pradesh , is responsible for the overall implementation of Public Distribution System through the Aadhar enabled mechanism and as per the mandate set within the National Food Security Act, 2013 and the Civil Supplies Department proposes to enhance inclusion and access in the Public Distribution System for all eligible citizens of the State of Andhra Pradesh.

2. In the above background, the Civil Supplies Department has proposed to enter into a partnership with M/s. Azim Premji Philanthropic Initiatives Private Limited, a not-for-profit grant-making organization founded by Mr. Azim Hashim Premji, with an aspiration to facilitate a just, equitable, humane and sustainable society. The said organization (APPI) aims to do so by providing grants (and other support where appropriate) to organizations whose work has significant potential to contribute to social change in a synergistic manner. APPI is a company to promote, support, advance, assist, or otherwise further philanthropic activities by way of grants or payments of money or providing amenities or conveniences whatsoever including grants in aid and support in cash.

3. The main purpose of the partnership with the said organization is to ensure that all eligible beneficiaries are able to access rations with ease and on time and as per the larger mandate of the National Food Security Act. With this objective Department of Civil Supplies and APPI have come together to:

a. Understand the challenges citizens face in accessing rations, especially the vulnerable and poor under the Aadhar enabled PDS (AePDS) and identify solutions that can be implemented to address the challenges of access.

b. Implement the solutions and interventions that will address the issues identified and ensure that all eligible beneficiaries are able to access the PDS with ease and on time.

4. The Department of Civil Supplies Department is therefore proposed to enter into a Memorandum of Understanding (MoU) with M/s. Azim Premji Philanthropic Initiative Private Limited (APPI), for the initiative.

5. The Government, after careful examination of the proposal, hereby approve the Memorandum of Understanding (MoU) as appended to this order, and accordingly the Government also hereby accord permission to the Commissioner of Civil Supplies and Ex. Officio Principal Secretary to Government, Consumer Affairs, Food and Civil Supplies Department, A.P., to enter into a Memorandum of Understanding (MoU) with M/s Azim Premji Philanthropic Initiatives Private Limited (APPI), to collaboratively work towards to enhance inclusion and access in the Public Distribution System for all eligible citizens of the State of Andhra Pradesh.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

B.RAJSEKHAR

E.O. PRINCIPAL SECRETARY TO GOVERNMENT

To

The Commissioner of Civil Supplies and Ex. Officio Prl. Secretary to Government, CAF & CS Department, A.P. Secretariat, Velagapudi, Guntur District.

M/s. Azim Premji Philanthropic, Initiatives Private Limited (APPI), No.134, Doddakannelli, Next to Wipro Corporate Office, Sarjapur Road,
Bengaluru – 560035.
The Commissioner of Civil Supplies, Gollapudi, Vijayawada.
The Director and Ex. Officio Secretary to Government, Gollapudi, Vijayawada.
The Vice Chairman and Managing Director, A.P. State Civil Supplies Corporation Limited.
Copy to:
The OSD to Hon' ble Minister (FCS).
The P.S. to CCS., Gollapudi, Vijayawada.
SF/SC.

// FORWARDED BY ORDER //

SECTION OFFICER

ANNEXURE

G.O.Ms.No.19, Consumer Affairs, Food & Civil Supplies (CS.I) Department, Dt. 23.08.2018

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU")

is made in _____, Andhra Pradesh, on the _____ day of

_____ 2018

BETWEEN

1. The Department of Consumer Affairs, Food and Civil Supplies, Government of Andhra Pradesh (hereinafter referred to as "DoCS"), which has the responsibility to implement various schemes on Consumer Affairs in the State to educate and enlighten the consumers about their rights and responsibilities, restrictive and unfair trade practices so as to fulfill their wants in purchasing goods or availing services, which expression shall, unless anything repugnant to the context, include its successor in office and assigns

   AND

2. Azim Premji Philanthropic Initiatives Private Limited, a company (hereinafter referred to as "APPI"), incorporated under the Companies Act 1956 in February 2000 having its registered office at No. 134 Doddakannelli, Next to Wipro Corporate Office, Sarjapur Road, Bengaluru 560035, which expression shall, unless anything repugnant to the context, include its successor in office and assigns Each of the parties mentioned above are, hereinafter collectively referred to as the "Parties" and individually as a "Party"

Where as

A. DoCS, Government of Andhra Pradesh, is responsible for the overall implementation of the Public Distribution System through the Aadhar enabled mechanism and as per the mandate set within the National Food Security Act of 2013.

B. APPI is part of group of organizations and institutions founded by Mr. Azim HashimPremji, with an aspiration to facilitate a just, equitable, humane and sustainable society. APPI aims to do so by providing grants (and other support where appropriate) to organizations whose work has significant potential to contribute to social change in a synergistic manner. APPI is a company to promote, support, advance, assist, or otherwise further philanthropic activities by way of grants or payments of money or providing amenities or conveniences whatsoever including grants in aid and support in cash

C. APPI does not have any commercials interest in working in the state of AP

D. The parties have a common interest to enhance inclusion and access in the Public Distribution System for all eligible citizens of the state of Andhra Pradesh

E. The parties will work together to strengthen last mile delivery of welfare schemes to the poor in Andhra Pradesh by addressing the challenges that hinder access to the services and entitlements by the poor, vulnerable and marginalized

F. The MoU is a statement of intent by DoCS and APPI to work together and is a non-legally binding document

The parties hereby agree as follows:

1. Purpose of the Partnership The overall objective of the partnership is to ensure that all eligible beneficiaries are able to access rations with ease and on time and as per the larger mandate of the National Food Security Act. With this objective DoCS and APPI have come together to:

   a. Understand the challenges citizens face in accessing rations, especially the vulnerable and poor under the Aadhar enabled PDS (AePDS) and identify solutions that can be implemented to address the challenges of access

   b. Implement the solutions and interventions that will address the issues identified and ensure that all eligible beneficiaries are able to access the PDS with ease and on time

The duration of the MoU is divided into two phases:

The Assessment Phase The period will be used to assess the challenges and identify solutions to enhance access. The Research Study conducted during the assessment phase will be wholly financed by APPI. The duration of the Assessment Phase is 6 months.

Implementation Phase

The second phase will be used to prototype, pilot and implement the identified solutions at scale. The duration of the Implementation Phase will be determined by the interventions decided upon by the GoAP and APPI during or at the end of the Assessment Phase. A separate MoU will be entered into between APPI and DoCS after taking clearance of Finance Department. The implementation phase will be co-funded by both DoCS and APPI.

2. Outcomes

The outcomes envisaged for the first two stages of this approach are mentioned below:

2.1 <u>Assessment Phase</u>

a. Identification of the challenges that are faced by people, especially the most vulnerable and poor, in accessing rations; extent of the same
b. Identification of possible solutions, prototypes and interventions that can be implemented by the GoAP in collaboration with APPI to address the issue of access

c. Finalization of a long term plan detailed through a project proposal, results framework and budget that will be submitted to APPI for grant approval

2. Implementation Phase

a. Prototyping and piloting of identified solutions
b. Implementation of solutions at scale leading to increased access in geographies and populations that were not able to access rations with ease or on time

3. Roles and Responsibilities of the Parties in the MoU

(A)Department of Consumer Affairs, Food and Civil Supplies (DoCS)

a. DoCS will provide all relevant data (including primary data, files, records, status updates, monitoring reports etc.), information and other required accesses to effectively undertake the assessment
b. DoCS will participate in the coordination, planning, review and monitoring of the assessment and implementation phases
c. DoCS will extend all support for the implementation of the pilot projects and the subsequent interventions
d. DoCS will play a key role in the implementation of the scaled up program when it is designed and ready for implementation
e. DoCS will provide all support to APPI or any individual or organisation appointed by APPI for the furtherance of this MoU

(B)Azim Premji Philanthropic Institutions (APPI)

a. APPI will work closely with DoCS and lead the identification of the agency to undertake the assessment
b. APPI will provide the funds to undertake the assessment and for any other expense pertaining to the same
c. APPI representatives will participate in the coordination, planning, review and monitoring of the assessment and in subsequent phases
d. All financial support/ contracts provided by APPI in all phases will be subject to internal procedures and approval process of APPI

4. Budget

APPI will bear all costs pertaining to the Research Study undertaken in the Assessment Phase.

In both phases, APPI may provide financial support to other agencies/organizations/companies/individual experts that are required to carry out specific interventions/prototypes/pilots that areidentified to enhance access and inclusion.The support will be subject to APPI’s internal approvalmechanism.

The above agencies/organizations/companies/individual experts will beinvited in consultation with theDoCS.

5. Implementation Mechanism

DoCs and APPI will be jointly responsible for the overall implementation of the program.

Working Committee: APPI and DoCS to jointly form the Working Committee for the duration of the Assessment Phase that will:

a. Provide vision, overall guidance and strategic direction to all the components of the project in all the project phases
b. Review the progress and provide direction and recommendations to the agreed deliverables that are produced satisfactorily according to plans and timelines
c. Review and approve the outcomes of the research study conducted by the research agency; also review the interim deliverables
d. Lead the development of the prototype for pilot testing; identify mechanism for the implementation of the pilots developed
e. Provide active support in implementation of project activities and in addressing issues when they are flagged

The Working Committee will have a maximum of 7 members constituted of representatives from the Government of Andhra Pradesh and APPI and 2 leading experts in the country from the in the areas of Citizen Service Delivery, Public Distribution System, Direct Benefits Transfer, Rights based citizen services etc.

The Working Committee will meet thrice during the research study phase (to review the inception report, to review the draft findings, and post submission of final report) to review the progress and identify the solutions for prototyping.

Working Committee Members

(A) Commissioner, Civil Supplies & Ex-Officio Principal Secretary to Government
(B) **Director, O/o Commissioner of Civil Supplies , Vijayawada**
(C) Chief Executive Officer/Chief Strategy & Program Officer, Azim Premji Philanthropic Initiatives
(D) Vice President (Programs) Azim Premji Philanthropic Initiatives
(E) APPI's representative (Lead, initiative on 'Strengthening Last Mile Delivery of Welfare to the Poor')
(F) 2 experts mutually agreed upon by the DoCS and APPI

Each of the parties warrants and undertakes that it (and any person acting on its behalf) shall comply with all applicable laws while performing under this MoU.

At the end of the Assessment Phase, a Steering Committee will be constituted for the implementation of the program.

6. Representation, Warranties and Undertakings

a) APPI have represented that each of its initiatives relating to this MoU is in compliance with applicable laws and Government rules
b) APPI has further represented that execution of this MoU:
   i. Is within its powers and has been duly authorized by it;
   ii. Constitutes its legal, valid and binding obligations;

iii. Does not conflict in any material respect with any law or regulation or its constitutional documents or any documenting on it and that it has obtained all necessary consents for the performance by it of this MoU and;

c) DoCS has represented that each of its initiatives related to this MoU is in compliance with applicable laws and rules in Government rules

d) DoCS has further represented that execution of this MoU:

i. Is within its powers and has been duly authorized by it;

ii. Constitutes its legal, valid and binding obligations;

iii. Does not conflict in any material respect with any law or regulation

7. Confidentiality

All Parties agree that any confidential information received from the other Party will not be used otherwise than for the purposes of the Programme under this MoU or for the purpose of fulfilling a statutory, legal or regulatory obligation.

8. Non-solicitation

During the term of this MoU and for one (1) year immediately following its termination, neither Party shall, on its own behalf or in the service or on behalf of others, induce or attempt to induce any officer, director, or employee to leave the other Party.

9. Non-Publicity

Neither Party shall divulge any information relating to the existence of this MoU and the Programme, furnish any details of thereof, advertise, issue any press release, or use the other Party's name in any format or make any other public announcement related to this MoU and the Programme, to any other person or entity, written or oral, without the prior written consent of the other Party.

10. Notices

Any notice (including written intimation) required to be given under this MoU shall be deemed to have been duly given upon receipt when in writing and delivered in person, by facsimile transmission, by email, or by courier at the address stated below, namely:

i. In case of the DoCS–

Commissioner of Civil Supplies & Ex. Officio Principal Secretary to Government,
4th Block,
Ground Floor,
A.P. Sectretariat, Velagapudi,
Guntur,
Andhra Pradesh

ii. In case of APPI -

Registered office at No. 134 Doddakannelli, Next to Wipro Corporate Office, Sarjapur Road, Bengaluru 560035

11. Effective Date and Term

This MoU shall become effective from the date written at the beginning above and shall remain in effect for a period of 2 years. At the end of 2 years, both the Parties may extend the term of this MoU on such Terms and Conditions as may be mutually agreed in writing.

An addendum to the MoU may be signed between the parties explicitly stating the terms for programme activities in the post assessment stage.

12. Governing Law and Dispute Resolution

i. **i.** This MoU shall be interpreted, construed and enforced in accordance

ii. with the laws of India.

iii. **ii** In the event of any dispute between the Parties arising under this MoU(including with regard to the existence, validity or enforceability of this MoU or any provisions hereof), the Chief Executive Officer (CEO) of APPI and the Representatives of the DoCS, shall use their best efforts to resolve such dispute amicably through discussions between senior representatives of the Parties.

iv. **iii** Any dispute between the Parties as to matters arising under this MoU which cannot be settled amicably within thirty days after receipt by one Party of the other Party's written request for amicable settlement may be submitted by either Party to arbitration in accordance with the provisions set out below.

v. **iv** The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof and the rules made there under. A sole arbitrator appointed jointly by both the Parties shall hear each dispute submitted by a Party.

vi. **v**. Arbitration proceedings shall be held in A.P. Capital Region (Amaravathi) and the language of any arbitration proceedings shall be English.

13. Amendments

No amendment, supplement, modification or clarification to this MoU shall be valid or binding unless set forth in writing and duly executed by the Parties to this MoU.

14. Relationships

This MoU is on a principal–to–principal basis between the Parties hereto. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties hereto or any affiliates thereof or to provide either Party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other Party.

15. Survival

The provisions that survive the determination of this MoU by implication, including but not limited to the provisions of clause 12 (Survival) shall survive the termination of this MoU.

16. Counterparts

This MoU may be executed in counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same MoU.

17. Termination

Either Party may initiate termination of this MoU, by giving at least three months prior notice in writing to the other Party and the termination notice will specify the reason for terminating this MoU.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized official on the day, month and year first above written.

SIGNED AND DELIVERED by the Officer for and on behalf of **Department of Consumer Affairs, Food and Civil Supplies**

Name: Mr. BudithiRajsekhar

Title: Commissioner of Civil Supplies & Ex. Officio Principal Secretary to Government, Andhra Pradesh

Witness:

Name:_____

SIGNED AND DELIVERED by the Officer for and on behalf of **Azim Premji Philanthropic Initiatives**

Name: Mr. Ananthpadmanabhan

Title: Chief Executive Officer, Azim Premji Philanthropic Initiatives

Witness:

Name: _____

B.RAJSEKHAR
E.O. PRINCIPAL SECRETARY TO GOVERNMENT